

REMARKS

Claims 2-21 are pending.

The Examiner has rejected Claims 2-21 under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The rejection is respectfully traversed. “Crediting” a portion of a bid amount, as recited in the claim, is a tangible result, and would be understood by those of ordinary skill in the art to refer to a financial transaction in which the right to receive a specific and tangible quantity of money is transferred. Therefore, claims 2-21 are believed to be directed to statutory subject matter.

Claims 2-5, 17-18, and 20-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheung in view of Carr. Claims 6-7 and 19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheung in view of Carr and further in view of Reichardt. Claims 8-10 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheung in view of Carr and further in view of Bedingfield. Claims 11-13 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheung in view of Carr and further in view of Ponte. Claims 15-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cheung in view of Carr and further in view of Tibbetts.

Cheung teaches managing search listings in a search database including one or more search listings for an advertiser. Carr teaches providing a single business network of owners of independent commercial office buildings.

With respect to claim 2, on page 6 of the Office Action, the Examiner maps the “advertiser” of Claim 2 to “the plurality of independently owned commercial office buildings in Paragraph 0009” of Carr. However, the “advertiser” of Claim 2 is associated with a “listing bid amount,” and Carr does not teach or suggest that “the plurality of independently owned commercial office buildings” is associated with any “listing bid amount.”

Page 6 of the Office Action states, “Cheung does not explicitly disclose the limitation: ‘a portion less than the full amount of the corresponding selected listing bid amount,’ ” and page 7 of the Office Action asserts that Carr teaches the limitation, “Each alliance negotiated by ACME Office for the benefit of its plurality of members entities typically would include **an allocation**

of some portion of the revenues generated by the vendor from each participating member entity's office buildings to ACME Office." Although the portion of the "revenues" of Carr is credited to the "ACME Office," the "ACME Office" is not "an entity that received a corresponding bid amount of the selected listing from an advertiser" as required in claim 2. The above "revenues" of Carr is not the "corresponding selected listing bid amount" recited in claim 2.

Therefore, Cheung and Carr do not teach, either singularly or in combination, "crediting to an entity that received a corresponding bid amount of the selected listing from an advertiser, a portion less than the full amount of the corresponding selected listing bid amount received from the advertiser for advertising the listing" as recited in claim 2. As such Claim 2 is believed to be allowable.

Claims 2-16 depend from Claim 2 and are believed to be allowable for the same reasons described above.

Claim 17 recites the system for carrying out the method of claim 1. Therefore, it is believed that claim 17 is also allowable.

Claims 18-19 depend from claim 17 and are believed to be allowable for the same reasons described above.

Claim 20 recites computer program code for carrying out the method of claim 1. Therefore, it is believed that claim 20 is also allowable.

Reconsideration of the application and allowance of all claims are respectfully requested based on the preceding remarks. If at any time the Examiner believes that an interview would be helpful, please contact the undersigned.

Respectfully submitted,

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Jong Andrew H. Park
Registration No. 56,917
V 408-973-2577
F 408-973-2595

VAN PELT, YI & JAMES LLP
10050 N. Foothill Blvd., Suite 200
Cupertino, CA 95014